

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
GERALD ROBERTS, STEPHEN JOHNSON,
CHRISTOPHER MCLEOD, DAVID SHAW,
ANITA JOHNSON, CHRISTOPHER HUMPHRIES,
JEFFREY WILKINS, LATANYA MARTIN-RICE,
LAURA SANCHEZ, LUCY MUNOZ, NATALIO
HERRERA, RADIKA KANHAI, ROGER SIERRA,
YOO SUNG KIM, CHRISTINA LAMBRU, IRENE
TSOROROS, MARIA DIAZ, CYNTHIA DURAN,
JASPER JONES, ALLEN CHERFILS, LISA
LUNDSREN, TERESA AREVALO, SYED A. HAQUE,
AHMED TALHA, OLIE AHMED, JAMAL AHMED,
SORWAR HUSSAIN, LUZ OSPINA, JOHNNY
MURILLO, THOMAS DORGAN, SENECA SCOTT,
ERIC LEE, WILLIAM BOONE, MARLENNI MINAYA,
ISABEL PENA, CELESTE BROWN-POLITE, DWIGHT
CURRY, RAWLO BENFIELD, JOSEPH BROWN,
SANDRA MILENA-MARTINEZ, MARINO CANO,
ABIGAIL APPIAH-OTCHERE, DALIA TOPPIN, ANA
MOREIRA, BETSABE TORRES, LORNA BENT,
OSMOND WALKER, CONRAD HALL, VISHWANI
SUKHRAM, ANNE GRONATA, BRUCE SMITH,
NESTOR AMAYA, GUIDO ANTONIO RODRIGUEZ,
WILLIE BALLENTINE, PETER VONTAS, FELIX
GONZALEZ, MICHELLE LATIMER, VARISE
WALLER, SOOKIA FREEMAN, CAMARCA
FLOWERS, ANTONIO SALCEDO, JOEVEN
CORTEZ, AND JUDITH ALLEN, *on behalf of
themselves and all others similarly situated,*

14-CV-257 (KAM) (VMS)

**ORDER GRANTING
JOINT MOTION FOR
PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT**

Plaintiffs,

- against -

GENTING NEW YORK LLC, d/b/a RESORTS WORLD
CASINO NEW YORK CITY,

Defendant.

-----X
Kiyo A. Matsumoto, United States District Judge:

WHEREAS, Class Representatives Gerald Roberts, Stephen Johnson, Christopher McLeod and David Shaw, on behalf of themselves and the Class Members (collectively,

“Plaintiffs”) and Defendant Genting New York LLC, d/b/a Resorts World Casino New York City (“Defendant” or “Resorts World” and, together with “Plaintiffs,” the “Parties”) have entered into a Class Action Settlement Agreement and Release (the “Settlement Agreement”), which is subject to review under Federal Rule of Civil Procedure (“Rule”) 23 and which, together with the exhibits annexed thereto, sets forth the terms and conditions of the proposed settlement of the class action pending before the Court entitled, *Roberts v. Genting New York, LLC*, No. 14-cv-257(KAM)(VMS) (E.D.N.Y. filed Jan. 14, 2014) (the “Action”); and

WHEREAS, the Court having read and considered the Settlement Agreement and the exhibits thereto and the submissions made relating thereto (ECF Nos. 113–119), and finding that substantial and sufficient grounds exist for entering this Order; and the Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, that:

1. Unless otherwise indicated, capitalized terms used herein have the meanings defined in the Settlement Agreement filed as ECF No. 116-1.

2. Pursuant to Rule 23(a), (b)(3), and (e)(1)(B), and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action.

3. This Court finds, preliminarily and for purposes of this Settlement only, that the prerequisites for a class action under Rule 23(a), (b)(3), and (e)(1) have been satisfied in that:

First, “the court will likely be able to: [] approve the [Settlement] proposal under Rule 23(e)(2)” Fed. R. Civ. P. 23(e)(1)(B)(i); *see also City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974); *Moses v. N.Y. Times Co.*, 79 F.4th 235, 243 (2d Cir. 2023) (noting continuing applicability of the nine “traditional *Grinnell* factors” to the extent not encompassed by Rule 23(e)(2) factors). After accounting for overlap between the *Grinnell* factors and the Rule

23(e)(2) factors, the Court considers the following eight factors in determining whether to authorize class notification. *See, e.g., P.K. ex rel. C.K. v. McDonald*, No. 22-cv-1791(NJC)(JMW), 2025 WL 2406399, at *7–9 (E.D.N.Y. Aug. 19, 2025) (citation omitted) (noting four factors under Rule 23(e)(2) and four non-overlapping factors under *Grinnell*).

a. **Adequacy of Representation (Rule 23(e)(2)(A)):** The 63 individually named plaintiffs in the first amended complaint (ECF No. 5) and Class Counsel have adequately represented the class. (*See* ECF No. 118 at 6); *Cordes & Co Fin. Servs., Inc. v. A.G. Edwards & Sons, Inc.*, 502 F.3d 91, 99 (2d Cir. 2007) (“adequacy of representation” requirement “serves to uncover conflicts of interest between the named parties and the class they seek to represent” (quoting *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 625 (1997))).

b. **Presence of Arm’s-Length Negotiations (Rule 23(e)(2)(B)):** The proposal was negotiated at arm’s length. (*See* ECF No. 118 at 7; ECF No. 116 (Rose Decl.) ¶ 26; ECF No. 117 (Sabin Decl.) ¶ 2.)

c. **Adequacy of Relief (Rule 23(e)(2)(C) and *Grinnell* Factors One, Four, Five, and Six):** The relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorneys’ fees, including timing of payment;¹ and (iv) any agreement required

¹ As to attorneys’ fees, the Settlement Agreement provides that Class Counsel shall apply to the Court for attorneys’ fees not to exceed \$353,254.11 and litigation expenses and costs not to exceed \$8,875.46. (ECF No. 116-1 ¶ 5(a).) The Settlement Agreement provides that approved attorneys’ fees and expenses will be paid to Class Counsel within fourteen days of the entry of a final approval order approving the settlement agreement. (*Id.* ¶¶ 1, 5(a), 13.) The total settlement fund is \$1,124,217.36. (*Id.* ¶ 5.) Thus, Class Counsel’s total application for fees and expenses, if granted, would amount to less than or equal to approximately 32.21% of the total class action settlement fund (\$362,129.57 divided by \$1,124,217.36). Furthermore, Class Counsel has provided an initial estimated lodestar

to be identified under Rule 23(e)(3). (See ECF No. 118 at 7–9; ECF No. 116 (Rose Decl.) ¶ 27; ECF No. 117 (Sabin Decl.) ¶ 3.)

d. **Defendant’s Ability to Withstand a Greater Judgment (*Grinnell* Factor Seven):** Defendant may be able to withstand a greater judgment, but this factor, standing along, does not suggest that a settlement is unfair. (See ECF No. 118 at 12); *In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 696 (S.D.N.Y. 2019); *see also Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 476 (S.D.N.Y. 2013).

e. **Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and Attendant Risks of Litigation (*Grinnell* Factors Eight and Nine):** The settlement amount of approximately \$1.1 million out of a disputed maximum recovery of approximately \$3.7 million, inclusive of prejudgment interest but exclusive of attorneys’ fees, is substantial in light of the best possible recovery and attendant risks of litigation, and weighs slightly in favor of approval. (See ECF No. 118 at 12); *cf. GSE Bonds*, 414 F. Supp. 3d at 696–98 (finding 6–12% recovery weighed against approval).

calculation of \$251,375. (ECF No. 113 (Rose Suppl. Decl.) ¶¶ 6–9.) Counsel’s initial estimated lodestar would result in a lodestar multiplier of less than or equal to approximately 1.44 (\$362,129.57 divided by \$251,375).

The Court’s preliminary review of Class Counsel’s estimated lodestar and submitted documentation raises concerns about the lack of adequate, contemporaneous billing records, the lack of detail in the method used to estimate attorneys’ fees, whether estimated based on contemporaneous billing records or otherwise, and the hourly rates of up to \$500 applied to hours billed in early 2014. *Contrast* ECF No. 113-2 (estimating portion of lodestar using \$500 per hour for work performed in January 2014), *with L.I. Head Start Child Dev. Servs., Inc. v. Econ. Opportunity Comm’n of Nassau Cnty., Inc.*, 865 F. Supp. 2d 284, 293 (E.D.N.Y. 2012) (finding prevailing hourly rates for partners to be between \$260 and \$350, for associates to be \$225, and for law clerks and paralegals to be \$75), *aff’d*, 710 F.3d 57 (2d Cir. 2013). These issues may be addressed in the future upon the application for fees and costs. At this time, given that “courts within the Second Circuit routinely approve attorneys’ fees awards of one third or 33 1/3% as reasonable,” *In re Tenaris S.A. Sec. Litig.*, No. 18-cv-7059(KAM)(SJB), 2024 WL 1719632, at *10 (E.D.N.Y. Apr. 22, 2024) (collecting cases), given that “courts in this Circuit have routinely approved lodestar multipliers well above [1.44] as reasonable,” *id.* at *11 (collecting cases), and given that the Court may, upon Class Counsel’s subsequent fee application, approve an amount of attorneys’ fees less than \$353,254.11, the Court finds that giving notice of the settlement proposal to the class is warranted under Rule 23(e)(1).

f. **Equitable Treatment of Class Members (Rule 23(e)(2)(D)):** The proposal treats Class Members equitably relative to each other. Specifically, aside from incentive payments for Class Representatives, each Class Member will receive an identical percentage of their estimated damages varying proportionally with their estimated damages. (*See* ECF No. 118 at 9; ECF No. 116-1 at sched. 1); Fed. R. Civ. P. 23(e)(2)(D).

g. **Reaction of the Class (*Grinnell* Factor Two):** The class’s reaction to the proposed settlement, although reportedly positive (ECF No. 118 at 10; ECF No. 116 (Rose Decl.) ¶ 28), is “not typically consider[ed] at the preliminary approval stage because notice has not yet been provided to the class.” *P.K.*, 2025 WL 2406399, at *18 (citation omitted).

h. **Stage of the Proceedings (*Grinnell* Factor Three):** The parties have completed fact and expert discovery; thus, discovery has advanced far enough to allow the parties to resolve the case. (*See* ECF No. 118 at 10); *GSE Bonds*, 414 F. Supp. 3d at 699.

Second, “the court will likely be able to: . . . certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B)(ii).

a. **Numerosity (Rule 23(a)(1)):** There are 176 members of the potential class. (*See* ECF No. 116-1 (Settlement Agreement) ¶ 1 (defining class as “176 individuals listed in Schedule 1 who are calculated to have sustained damages”).) A class size of 176 presumptively establishes numerosity. *See Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995) (“numerosity is presumed at a level of 40 members”).

b. **Commonality (Rule 23(a)(2)):** There are questions of law and fact common to the Class Members. In this case, the claims of all Class Members raise common issues of law and fact because all are based on alleged violations of the Worker Adjustment and Retraining Notification Act (“Federal WARN Act”), 29 U.S.C. §§ 2101–09, and New York Labor

Law (“NYLL”) §§ 860–860-i (“NY WARN Act”), and originate from the same January 6, 2014 closure of Defendant’s Aqueduct Buffet and Defendant’s related termination of approximately 176 employees. *See Kamean v. Loc. 363, Int’l Bhd. of Teamsters*, 109 F.R.D. 391, 394 (S.D.N.Y. 1986) (finding commonality requirement met where each potential class member was subject to the same allegedly unlawful pay practices by similarly situated employers).

c. **Typicality (Rule 23(a)(3)):** The claims of the 63 individually named plaintiffs in the first amended complaint (ECF No. 5) are typical of the claims of the Class Members they seek to represent. Here, typicality is satisfied because each of the 63 named plaintiffs’ claims “arise[] from the same course of events” and is based on “similar legal arguments to prove the defendant’s liability” as each Class Members’ claims. *Marisol A v. Giuliani*, 126 F.3d 372, 376 (2d Cir. 1997).

d. **Adequacy of Representation (Rule 23(a)(4)):** The 63 individually named plaintiffs in the first amended complaint (ECF No. 5) will fairly and adequately represent the interests of the class because their interest in recovering damages for Federal and NY WARN Act violations is aligned with the interest of the Class Members in recovering damages. *Marisol A.*, 126 F.3d at 378; *Cordes*, 502 F.3d at 99.

e. **Predominance of Questions of Law and Fact (Rule 23(b)):** Questions of law and fact common to the Class Members predominate over any questions affecting only individual members. Predominance is satisfied here because Class Members are “unified by a common legal theory,” i.e., Federal and NY Warn Act violations, and “by common facts,” i.e., termination by Defendant following the January 6, 2014 closure of Defendant’s Aqueduct Buffet. *McBean v. City of N.Y.*, 228 F.R.D. 487, 502 (S.D.N.Y. 2005); Fed. R. Civ. P. 23(b)(3); *see also Sewell v. Bovis Lend Lease, Inc.*, No. 09-cv-6548(RLE), 2012 WL 1320124, at *5 (S.D.N.Y. Apr.

16, 2012) (“As long as there are common issues of fact or law applicable to the class that predominate over individual claims, Rule 23(b)(3) is satisfied despite individualized damages that particular members may sustain.” (citing *Shahriar v. Smith & Wollensky Rest. Grp., Inc.*, 659 F.3d 234, 253 (2d Cir. 2011); *Seijas v. Republic of Arg.*, 606 F.3d 53, 58 (2d Cir. 2010))).

f. **Superiority of Class Action (Rule 23(b)):** A class action is superior to other available methods for the fair and efficient adjudication of the Action. *See GSE Bonds*, 414 F. Supp. 3d at 702 (finding class action superior in part due to size of class and potentially small recovery of many individual plaintiffs (citing *Amchem*, 521 U.S. at 617)).

4. Pursuant to Rule 23, preliminarily and for the purposes of this Settlement only, Phillips & Associates, Attorneys at Law, PLLC, previously selected by Plaintiffs and appointed by the Court, are hereby appointed as Lead Counsel for the Settlement class (“Class Counsel”), and Plaintiffs Gerald Roberts, Stephen Johnson, Christopher McLeod and David Shaw are certified as Class Representatives.

a. Class Counsel has performed substantial work in identifying or investigating potential claims in this action, has experience in handling class actions and other complex litigation, including WARN Act claims, and Class Counsel has affirmed they will allocate appropriate resources to this matter. (*See* ECF No. 116 (Rose Decl.) ¶¶ 2–23 (describing work done by Mr. Rose and Phillips & Associates to identify and investigate potential claims, qualifications of counsel, counsel’s knowledge of applicable law, and resources that counsel will commit to representing the class); *Micholle v. Ophthotech Corp.*, No. 17-cv-210(VSB), 2022 WL 1158684, at *4 (S.D.N.Y. Mar. 14, 2022) (approving appointment of class counsel while certifying the proposed class for settlement purposes); *Massre v. Mullooly, Jeffrey, Rooney & Flynn LLP*,

No. 19-cv-4654(KAM)(VMS), 2020 WL 6321480, at *15 (E.D.N.Y. Aug. 28, 2020) (same), *report and recommendation adopted*, Text Order (E.D.N.Y. Sep. 20, 2020).

b. Plaintiffs Gerald Roberts, Stephen Johnson, Christopher McLeod and David Shaw are certified as Class Representatives because they were approved by the named plaintiffs, their interests are aligned with the interests of the Class, and they have, to date, faithfully represented the interest of the Class by responding to counsel's requests for information, appearing for depositions, and facilitating communication with other Class Members. (*See* ECF No. 116 (Rose Decl.) ¶¶ 29–30); *Massre*, 2020 WL 6321480, at *15 (recommending appointment of class representative whose interests aligned with class members and who suffered the same harm as class members); *Micholle*, 2022 WL 1158684, at *4 (approving parties' stipulation to certification of class representative). Although the Court presently lacks sufficient information to determine whether incentive awards of \$10,000 for each Class Representative are warranted, incentive awards of up to \$10,000 have been found to be reasonable where Class Representatives have submitted declarations stating that they have expended significant time and effort assisting in the prosecution and litigation of a class action. *See Robertson v. Trinity Packaging Corp.*, No. 19-cv-659(JLS)(LGF), 2025 WL 2224586, at *14 (W.D.N.Y. Aug. 5, 2025) (approving \$10,000 for two class representatives who submitted declarations describing their involvement); *Caccavale v. Hewlett-Packard Co.*, No. 20-cv-974(NJC)(ST), 2025 WL 882220, at *13 (E.D.N.Y. Mar. 14, 2025) (finding \$10,000 incentive award “not so disproportionate or unreasonable” as to preclude preliminary approval of class settlement), *report and recommendation adopted*, 2025 WL 882221 (E.D.N.Y. Mar. 21, 2025).

5. The Court finds that (a) the Settlement Agreement resulted from good faith, arm's length negotiations, and (b) the Settlement Agreement is sufficiently fair, reasonable and adequate

to the Class Members to warrant providing notice of the Settlement Agreement to Class Members and holding a Fairness Hearing.

6. The Court hereby preliminarily approves the Settlement, subject to further consideration at a hearing (“Fairness Hearing”) pursuant to Rule 23(e), which is hereby scheduled to be held before the Court on **January 15, 2026 at 10:30 a.m.** in Courtroom 6B South for the following purposes:

a. To determine finally whether the applicable prerequisites for class action treatment under Rule 23(a) and (b) are satisfied;

b. To determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

c. To determine finally whether the Final Approval Order as provided under the Settlement Agreement should be entered and to determine whether the release by the Releasing Parties of the Released Claims against the Releasees, as set forth in the Settlement Agreement, should be ordered;

d. To determine finally whether the proposed distribution of the Settlement Fund is fair and reasonable and should be approved by the Court;

e. To consider Class Counsel’s application for an award of attorneys’ fees, costs and expenses;

f. To consider the proposed Incentive Award to the Class Representatives;

g. To consider Class Members’ Objections to the Settlement, if any, whether submitted previously in writing or presented orally at the Fairness Hearing by Class Members (or by counsel on their behalf) provided that they gave required notice that they intended to appear at the Fairness Hearing; and

h. To rule upon such other matters as the Court may deem appropriate.

7. The Court approves the form, substance and requirements of the Class Notice filed as ECF No. 119-1 at 1–8 (CM/ECF numbering).

8. Class Counsel has the authority to enter into the Settlement on behalf of the Class Members and has the authority to act on behalf of the Class Members with respect to all acts or consents required by or that may be given pursuant to the Settlement Agreement or such other acts that are reasonably necessary to consummate the Settlement Agreement.

9. For settlement purposes only, Arden Claims Service, LLC is appointed and approved as the Administrator to supervise and administer the notice procedure as well as the processing of claims.

10. Class Counsel, through the Administrator, shall cause the Class Notice, filed as ECF No. 119-1 at CM/ECF pages 1–8, and Claim Form, filed as ECF No. 119-2 at CM/ECF pages 1–3, to be mailed, by first class mail, postage prepaid, within 21 days of the entry of this Order, to all Class Members who can be identified with reasonable effort by Class Counsel, through the Administrator; provided, however, that Class Counsel, through the Administrator, will make good faith efforts to complete, within 7 days of the entry of this Order, mailing of all Class Notice and Claim Forms as required by this Paragraph 10; and as soon as the mailing required by this Paragraph 10 is complete, Class Counsel will file a letter via ECF confirming that all Class Notice and Claim Forms have been mailed as required by this Paragraph 10. If mailing of all Class Notice and Claim Forms is not completed at least 90 days before the January 15, 2026 Fairness Hearing, Class Counsel will immediately file a letter via ECF advising of the current status of the mailing required by this Paragraph 10.

11. Administrator may, at any time after entry of this Order and without further approval from Defendant or the Court, disburse at the direction of Class Counsel up to \$25,000 (Twenty-Five Thousand Dollars) from the Settlement Fund to pay the Administrator's actual and documented fees and expenses in administering the Settlement.

12. Defendant shall make reasonable efforts to assist Class Counsel in obtaining information concerning the identity of Class Members, including, at a minimum, by providing to Class Counsel the names and addresses of each Class Member, or nominees or custodians of each Class Member, that exist or are shown by any records in the possession, custody, or control of Defendant or its respective affiliates, agents, employees, officers, directors, members, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf. This information will be kept confidential and will not be used for any purpose other than to provide the notice contemplated by this Order.

13. Class Counsel shall, at least 45 days before the Fairness Hearing, serve upon counsel for Defendant and file with the Court proof of mailing of the Class Notice and Claim Form as required by this Order.

14. Class Counsel, through the Administrator, shall cause the Settlement Agreement and its exhibits, this Order, and a copy of the Class Notice, filed as ECF No. 119-1 at CM/ECF pages 1–8, to be posted on the Administrator's website within 7 days after entry of this Order.

15. The forms and methods set forth herein notifying the Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23, constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all persons and entities entitled thereto. No Class Member will be relieved from the terms and

conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice.

16. All Class Members who do not submit valid and timely Claim Forms will be forever barred from receiving any payments from the Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Final Approval Order, if entered.

17. Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner, as described in Section 10 of the Settlement Agreement.

18. The Administrator shall provide all requests for exclusion and supporting documentation submitted therewith (including untimely requests and revocations of requests) to counsel for the settling parties as soon as possible and no later than the exclusion deadline or upon the receipt thereof (if later than the exclusion deadline). The Class will not include any person who delivers a valid and timely request for exclusion.

19. Any Class Member that submits a request for exclusion may thereafter submit to the Administrator a written revocation of that request for exclusion, provided that it is received no later than 2 business days before the Fairness Hearing, in which event that person will be included in the Class.

20. All Persons who submit a valid, timely and unrevoked request for exclusion will be forever barred from receiving any payments from the Settlement Fund.

21. The Court will consider comments and objections to the Settlement Agreement provided, however, that no Class Member or other person shall be entitled to contest the approval of the terms and conditions of the proposed Settlement Agreement, or if approved, the Final

Approval Order, or any other order relating thereto, unless that Person has served copies of any objections and associated papers on the Administrator via First-Class United States Mail within 60 days from the mailing of the Class Notice.

a. As described in Section 11 of the Settlement Agreement, any comment or objection must be mailed to the Administrator via First-Class United States Mail and must state the objecting Class Member's full name, address, telephone number, and email address, if any, and that of the Class Member's counsel, if any; the grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; proof of membership in the Settlement class; a statement as to whether the Class Member intends to appear at the final fairness hearing, either individually or through counsel; if appearing at the final fairness hearing, the identity of any witnesses the Class Member intends to have testify and copies of any exhibits the Class Member intends to introduce into evidence; the Class Member's signature; and the case name and case number.

b. Any Class Member who fails to comply with the provisions of Section 11 of the Settlement Agreement shall waive and forfeit any and all rights the Class Member may have to appear separately or to object to the Settlement Agreement.

22. Any Class Member who does not object in the manner prescribed by Section 11 of the Settlement Agreement:

a. Shall be deemed to have waived any objection to the fairness, adequacy or reasonableness of the Settlement Agreement or the Final Approval Order; and

b. Shall be bound by all the terms and provisions of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

23. All papers in support of the Settlement, and any application for attorneys' fees and litigation expenses and costs, shall be filed and served no later than 45 days before the Fairness Hearing.

24. Any submissions filed in response to any objections or in further support of the Settlement shall be filed and served no later than 7 days prior to the Fairness Hearing.

25. Defendant, its counsel, and other Released Parties shall have no responsibility for, or liability with respect to, the distribution of the Settlement Fund or Class Counsel's application for attorneys' fees, costs and expenses, or payments to the Class Representatives submitted by Class Counsel and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

26. Pending final determination of whether the settlement should be approved, all Releasing Parties shall be enjoined from commencing, prosecuting, or attempting to prosecute any Released Claims against any Releasees in any court or tribunal or proceeding. Unless and until the Settlement is cancelled and terminated pursuant to the Settlement Agreement, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, are hereby stayed and suspended until further order of the Court.

27. All funds held by the Administrator shall be deemed and considered to be in the custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Settlement Agreement and/or further order(s) of the Court.

28. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession

by Defendant, its counsel, its insurers or any of the other Releasees of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing or any kind and shall not be construed as, or deemed to be evidence of or an admission or concession that Class Representatives or any Class Members have suffered any damages, harm, or loss. Further, neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, nor this Order shall be construed as an admission or concession by the Class Representatives of the validity of any factual or legal defense or of the infirmity of any of the claims or facts alleged in this Action.

29. The Court may alter the time or the date of the Fairness Hearing without further notice to the Class Members other than entry of an Order on the Court's docket, provided that the time or the date of the Fairness Hearing shall not be set at a time or date earlier than the time and date set forth in Paragraph 6 above. The Court may hold final approval hearing telephonically or by videoconference, in which case information needed to join the Fairness Hearing telephonically or by videoconference will be made available as needed. The Court may approve the Settlement without modification, or with such modifications as may be agreed to by the Parties, and with or without further notice of any kind. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement Agreement, including by way of illustration and not limitation, any dispute concerning any submitted Proof of Claim and any future requests by one or more of the Parties that the Final Approval Order or the Releases set forth in the Settlement Agreement be enforced.

30. The parties shall comply with the following deadlines:

a. **By October 8, 2025**, the parties will file a letter via ECF certifying that they have provided notice of the parties' September 19, 2025 proposed settlement to appropriate federal and state officials under 28 U.S.C. § 1715(b) and (d).

b. **By October 10, 2025**, i.e., within 7 days of this Order, Class Counsel, through the Administrator, shall cause the Settlement Agreement and its exhibits, this Order, and a copy of the Class Notice to be posted on the Administrator's website.

c. By no later than **October 24, 2025**, i.e., within 21 days of this Order, Class Counsel, through the Administrator, shall cause the Class Notice, filed as ECF No. 119-1 at CM/ECF pages 1–8, and Claim Form, filed as ECF No. 119-2 at CM/ECF pages 1–3, to be mailed, by first class mail, postage prepaid, to all Class Members who can be identified with reasonable effort by Class Counsel, through the Administrator; and as soon as the mailing required by Paragraph 10 is complete, Class Counsel will file a letter via ECF confirming that all Class Notice and Claim Forms have been mailed as required by Paragraph 10. If mailing of all Class Notice and Claim Forms is not completed at least 90 days before the January 15, 2026 Fairness Hearing, Class Counsel will immediately file a letter via ECF advising of the current status of the mailing required by Paragraph 10.

d. Within 60 days of the mailing of the Class Notice, any Class Member who has not submitted a Claim Form may opt out of the class by submitting a written request for exclusion with the Administrator and providing further information, as set forth in Section 10 of the Settlement Agreement.

e. Within 60 days of the mailing of the Class Notice, any Class Member who has not submitted a Claim Form or request for exclusion may object to the Settlement Agreement by submitting a written statement as set forth in Section 11 of the Settlement Agreement.

f. Within 90 days of the mailing of the Class Notice, Class Members may submit a Claim Form accepting the terms and conditions of the Settlement Agreement.

g. **By December 2, 2025**, i.e., by 45 days before the Fairness Hearing, all papers in support of the Settlement, and any application for attorneys' fees and litigation expenses and costs, shall be filed and served.

h. **By December 2, 2025**, i.e., by 45 days prior to the Fairness Hearing, Class Counsel shall serve upon counsel for Defendant and file with the Court proof of mailing of the Class Notice and Claim Form as required by this Order.

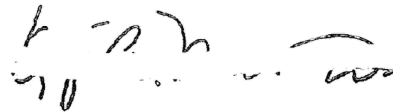
i. **By January 8, 2026**, i.e., by 7 days prior to the Fairness Hearing, any submissions filed in response to any objections or in further support of the Settlement shall be filed and served.

j. The parties shall appear for a Fairness Hearing on **January 15, 2026 at 10:30 a.m.** in Courtroom 6B South.

k. If the Court issues a Final Approval Order, then, within 30 days of the issuance of the Final Approval Order, the Administrator will disburse settlement checks to the Class Members, and others as set forth in the Settlement Agreement or as may be ordered by the Court at the Fairness Hearing.

SO ORDERED:

Dated: October 3, 2025



HON. KIYO A. MATSUMOTO
UNITED STATES DISTRICT JUDGE